

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2**

IN THE MATTER OF:

STANDARD CHLORINE JACOBUS SITE
Kearny, Hudson County, New Jersey,

MAC PRODUCTS, INC.,

Settling Party

PROCEEDING UNDER SECTION 122(h)(1)
OF CERCLA, 42 U.S.C. § 9622(h)(1).

U.S. EPA Region 2

Docket No. CERCLA-02-2016-2038

CERCLA SECTION 122(h)(1) SETTLEMENT FOR DEMAND AMOUNT

1. This Settlement for Demand Amount ("Settlement") is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-D and was further delegated in EPA Region 2 to the Director of the Emergency and Remedial Response Division by Regional Order No. R-1200, dated November 23, 2004.

2. This Settlement concerns the MAC Products, Inc. facility located at 60 Pennsylvania Avenue, Hudson County, Kearny, New Jersey (Block 289, Lots 16, 16.01, 17) ("MAC Products Property"). The MAC Products Property is one of the properties that make up the Standard Chlorine Jacobus Site ("Site"). The MAC Products Property contains many interconnected buildings in three distinct areas. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

3. The parties to this Settlement are MAC Products, Inc. ("Settling Party") and EPA, collectively referred to as "the Parties." This Settlement is binding upon EPA and upon the Settling Party and its successors and assigns.

4. Beginning in late 2011, EPA responded to a threat of release of hazardous substances at the MAC Products Property, including investigating and overseeing a removal action performed by MAC Products at the Site ("Removal Action") pursuant to CERCLA. EPA incurred response costs pursuant to Section 104(a) of CERCLA, 42 U.S.C. § 9604(a), for the Removal Action.

5. On November 8, 2016, EPA issued a demand for payment of \$105,004.03 to the Settling Party for the full amount of response costs incurred by EPA at or in connection with the

Site from December 16, 2011, through August 14, 2014. The demand letter included a demand for EPA's direct and indirect costs at or in connection with the Site from December 16, 2011, through August 14, 2014, plus accrued "Interest" on all such costs from the date of demand (such costs and interest thereon are herein collectively referred to as "EPA's Response Costs"). For purposes of this Settlement, "Interest" means interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund, in accordance with 42 U.S.C. § 9607(a).

6. EPA alleges that the Settling Party is an owner and/or operator pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is liable for EPA's Response Costs.

7. Within twenty-one (21) calendar days of the "Effective Date" as noted in Paragraph 18, the Settling Party shall pay \$105,004.03, which represents the total amount of EPA's demand of \$104,883.34, plus \$120.69 in Interest accrued from the date of the demand through the date of payment, assuming such payment occurs by January 7, 2016. If the twenty-first (21st) calendar day after the Effective Date falls on a Saturday, Sunday, or federal holiday, the due date shall be the close of business of the next working day.

8. The Settling Party shall make payment to EPA by Fedwire Electronic Funds Transfer to:

Federal Reserve Bank of New York

ABA = 021030004

Account = 68010727

SWIFT address = FRNYUS33

33 Liberty Street, New York, NY 10045

Field Tag 4200 of the Fedwire message should read: "D 68010727 Environmental Protection Agency"

9. EPA will deposit the total payment into the EPA Hazardous Substance Superfund.

10. At the time of payment, the Settling Party shall send notice that payment has been made to Kathryn M. DeLuca, Assistant Regional Counsel, U.S. EPA, Region 2, at "deluca.kathryn@epa.gov" and to the EPA Cincinnati Finance Center at "cinwd_acctsreceivable@epa.gov". Such email notice shall reference Site/Spill ID Number A21V and the EPA docket number for this matter CERCLA-02-2016-2038.

11. If the Settling Party fails to make the payment required by Paragraph 7 above, Interest shall continue to accrue on the unpaid balance from the date of demand through the date of payment, and the Settling Party shall pay to EPA, as a stipulated penalty, \$500 for each day that payment is late for the first day through twentieth day, and \$1,000 for each day for the twenty-first (21st) day and beyond. Any such stipulated penalties are due and payable within thirty (30) days after the date of demand for payment of the penalties by EPA. Penalties shall accrue as provided above regardless of whether EPA has notified the Settling Party, but payment need only be made upon demand.

12. EPA covenants not to sue or take administrative action against the Settling Party pursuant to Section 107(a) of CERCLA to recover EPA's Response Costs as defined in Paragraph 5. This covenant is effective on the Effective Date and is conditioned on the Settling Party's payment in accordance with this Settlement. This covenant extends solely to the Settling Party and does not extend to any other person or entity.

13. EPA reserves all rights against the Settling Party with respect to all other matters, including but not limited to: (a) liability for failure to make payment as required by this Settlement; (b) liability for costs incurred or to be incurred by the United States that are not within the definition of EPA's Response Costs, as defined in Paragraph 5, including costs incurred after August 14, 2014; (c) liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606; (d) criminal liability; and (e) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments. EPA further reserves all rights as to any matter relating in any way to the Site against any person or entity who is not a party to this Settlement.

14. The Settling Party covenants not to sue and agrees not to assert any claims or causes of action against the United States (including its departments, agencies, and instrumentalities), or its contractors or employees, with respect to EPA's Response Costs, as defined in Paragraph 5, EPA's response actions taken at the Site on or before August 14, 2014, or this Settlement, including, but not limited to, any claim against the Hazardous Substance Superfund. This Settlement does not constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

15. The Parties agree that this Settlement constitutes an administrative settlement pursuant to which the Settling Party has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Settlement. The "matters addressed" in this Settlement are EPA's Response Costs, as defined in Paragraph 5. The Parties further agree that this Settlement is an administrative settlement pursuant to which the Settling Party has, as of the Effective Date, resolved liability for EPA's Response Costs to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

16. This Settlement does not constitute an admission of any liability by the Settling Party. The Settling Party does not admit and retains the right to contest all findings and allegations contained in this Settlement, except in any proceeding to implement or enforce the terms of this Settlement.

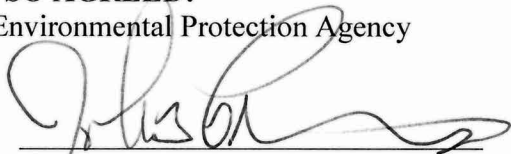
17. Each signatory to this Settlement certifies that he or she is authorized to enter into this Settlement and to bind legally the party represented by him or her.

18. This Settlement shall be effective on the date of signature by EPA ("Effective Date"). On such date, EPA will notify the Settling Party by email that payment is due in accordance with Paragraph 7.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By:



Walter E. Mugdan, Director
Emergency & Remedial Response Division
U.S. E.P.A., Region 2

Date

1/28/17

John Prince, Acting Director

NAME & ADDRESS OF SETTLING PARTY:
(please print or type)

MAC Products, Inc.

60 Pennsylvania Ave. Kearny NJ 07032

NAME & TITLE OF SIGNATORY:
(please print or type)

Edward Rusnow

President



Signature

1/23/17

Date